

**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT**



REQUEST FOR PROPOSALS

FOR

ACTUARIAL SERVICES

RFP #2016 ACTUARY

PROPOSAL DUE DATE/TIME: JANUARY 20, 2016 4:00 PM (CT)

RELEASE DATE: DECEMBER 4, 2015

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM or the State) for the purpose of providing interested parties with information to enable them to prepare and submit a proposal for selection to provide actuarial services described in Attachment I.

1.2 Background

The Office of Risk Management was created within the Office of the Governor, Division of Administration by R. S. 39:1527 et seq, in order to provide a comprehensive risk management program for the State of Louisiana.

The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all departments, agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. R.S. 39:1527 et seq, further designates ORM to be solely responsible for all property and casualty and workers' compensation insurance purchased or self-insured by ORM for all State Departments, Agencies, Boards and Commissions.

ORM is required to report reserves and other financial data as part of the State's Comprehensive Annual Financial Report (CAFR). ORM also prepares annual premium allocations to be invoiced to all insured agencies under the program. Exposure and claims data analyses are performed in an effort to validate the theories used as the basis of ORM's policies and procedures.

The ORM website can be found at <http://www.doa.la.gov/Pages/orm/Index.aspx>.

Sedgwick Claims Management Services, Inc. (Sedgwick) is the contracted third-party administrator for ORM property/casualty claims. The dedicated ORM-Sedgwick website can be found at <http://www.laorm.com>.

Various schedules and documents relating to this RFP can be found at <http://www.doa.la.gov/Pages/orm/RFP-.aspx>.

1.3 Scope of Services

Attachment I details the scope of services and deliverables that the State requires of the Contractor.

1.4. Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, or its agent or representative, is prohibited from communicating with an employee or representative of the State or of any Contractor of the State having any involvement in a step in the procurement process for the procurement in question, except as otherwise described or allowed in this section or other provisions of this RFP. "Involvement" in the procurement process includes but is not limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All proposals for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact

person, except as otherwise described herein. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law including rejection of proposal or cancellation/termination of contract.

Any costs associated with cancellation or termination will be the responsibility of the Proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC Title 34, Part V, Section 2545, A.4.;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process;
4. Communications between representatives of the State and representatives of a Proposer to gather clarifying or additional information in furtherance of the purposes and provisions of this RFP, including but not limited to section 3.11 (Errors and Omissions in Proposal), 3.15 (Proposer's Cooperation), 6.4 (Oral Presentations/Discussions May Be Required), and 6.6 (Best and Final Offers). These communications may take place with individuals designated by either party for the specific purpose(s) of the communications, to facilitate the gathering of needed information, in a manner to maintain the fairness and integrity of the process and to avoid unfair advantage to one proposer to the detriment of others.
5. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

The Blackout Period begins on the RFP Release Date and concludes upon the announcement of the awarded contractor.

1.5. Commissioner's Statement

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

1.6 Claims and Controversies

Any claims and controversies shall be resolved in accordance with the Louisiana Procurement Code, La. Revised Statutes 39:1671 through 1673.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contracts resulting from this RFP is tentatively scheduled to begin on or about **March 1, 2016** and to continue through **February 28, 2019**.

2.2 Pre-Proposal Telephone Conference

A non-mandatory pre-proposal telephone conference will be held on Thursday, December 10, 2015 at 10:00 am CT. Call-in telephone number is

1-888-557-8511, Access Code 5825395#, Security passcode 1234#

The purpose of the conference is for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal telephone conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted at <http://www.doa.la.gov/Pages/orm/RFP-.aspx>.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

RFP Coordinator: Mr. Don Martin, State Risk Statistical Specialist

Postal Address	Physical Address
Office of Risk Management Post Office Box 91106 Baton Rouge, Louisiana 70821-9106	Office of Risk Management Claiborne Building, Suite G-192 1201 North Third Street Baton Rouge, Louisiana 70802
FAX: (225) 342-8473 EMAIL: donald.martin@la.gov	

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at the following websites:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

<http://www.doa.la.gov/Pages/orm/RFP-.aspx>

Only the RFP Coordinator has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

U.S. Postal Service: Proposers are hereby advised that the U.S. Postal Service does not make deliveries to ORM's physical location.

2.4 Definitions

Contractor - The successful Proposer who is awarded a contract

ORM or State - The State of Louisiana, Office of Risk Management

Proposer - An individual or organization submitting a proposal in response to this RFP

RFP - Request for Proposals for Actuarial Services, RFP #2016 Actuary

Shall, Must, Will - Words used to denote a mandatory requirement

Should, May, Can - Words used to denote an advisory or permissible action

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP Release Date	December 4, 2015 10:00 am CT
Mandatory Pre-Proposal Telephone Conference	December 10, 2015 10:00 am CT
Deadline for receipt of written inquiries	December 18, 2015 4:00 PM CT
Issue responses to written inquiries	January 6, 2016
Deadline for receipt of proposals	January 20, 2016 4:00 PM CT
Announce Award of Contractor selection (tentative)	February 13, 2016
Estimated Contract Execution	TBD

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications. Failure to respond to or comply with any of the following will result in disqualification of the proposal.

- A. The Proposer must have a minimum of 5 years' experience with property, casualty, and workers compensation insurance or self-insurance programs. The Proposer must have experience with providing services for at least one (1) property/casualty insurance company/self-insurer with an annual premium of \$100 million or more. Details of such experience is required and must be submitted with the proposal.
- B. The Proposer must have professional liability (error and omissions) coverage with limits of liability of at least \$10,000,000 per occurrence. The insurance coverage shall be placed

with a company which has an A.M. Best's rating of A-:VI or better. Proof of such coverage must be submitted with the proposal.

- C. Senior consultant assigned to this contract must have at least an FCAS designation and be a Member of the American Academy of Actuaries. Proof of such must be submitted with the proposal.
- D. The Proposer must provide paper copies of, or an internet link to, the three (3) most recently completed annual financial statements, completed within the last five (5) years, with at least one audited by an independent CPA (with management letter attached). If providing paper copies instead of a link, at least one set of the required financial statements must be submitted with your proposal and should be clearly labeled. The financial statements should be detailed enough to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, a document verifying the relationship between the parent company and the Proposer must also be submitted.

3.2 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code 34:V.2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Contract with Felon Prohibited

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts) or Title 39, Chapter 17 (Louisiana Procurement Code).

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and

<http://www.doa.la.gov/Pages/orm/RFP-.aspx>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to take any of the following actions that it determines to be in the best interest of the State:

- Reject all proposals received in response to this solicitation;
- Cancel this RFP; or
- Cancel or decline to enter into a Contract with the successful Proposer at any time after the award has been made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

3.6 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

If prior to the deadline for submitting the proposal a Proposer needs to submit changes or addenda to its proposal, such changes or addenda shall be submitted in writing to the State, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed by an authorized representative of the Proposer. Changes and/or addenda to proposals shall meet all requirements for proposals.

3.7 Subcontracting Information

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, proposers shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1 et seq, and applicable rules and regulations.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the State will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the State to disclose the information. If the Proposer refuses to indemnify and hold the State harmless, the State may disclose the information.

Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

The State reserves the right to make any proposal, including proprietary information contained therein, available to personnel in the Office of State Procurement (OSP), the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in the evaluation.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. All proposals shall be considered valid for acceptance for a time period of at least 90 days from the date of submission.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The Proposer must accept the contract provisions in their entirety as shown in Attachment V. Additions to the provisions may be negotiated after award. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should

submit with its proposal additions to the contract terms that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, the State may elect to cancel the award and award the contract to the next highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 Contract Terminations

The State may terminate the contract for cause based upon the failure of the awarded Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity to correct such failure.

The State may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

3.15 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer does not have the right to limit or impede the State's right to audit or to withhold State owned documents.

3.16 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the

Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the time and date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Mr. Don Martin
State Risk Statistical Specialist
Office of Risk Management
Post Office Box 91106
Baton Rouge, Louisiana 70821-9106

Physical Location for courier delivery:

Office of Risk Management
Claiborne Building, Suite G-192
1201 North Third Street
Baton Rouge, Louisiana 70802
Telephone: (225) 342-8500

U.S. Postal Service: Proposers are hereby advised that the U.S. Postal Service does not make deliveries to ORM's physical location.

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that five (5) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

Additionally, Proposers must submit electronic copies of the proposal, one redacted and one un-redacted.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and a completed Cost Proposal Form, Attachment II.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 PROPOSAL CONTENT

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely and page-numbered. Proposal information should be organized and presented in the order indicated below. The headings and subheadings should be separated by tabs.

Tab 1 Executive Summary

Tab 1,A Cover Letter and Administrative Information

Tab 1,B Contract Compliance

Tab 2 Response to Minimum Qualifications of Proposer

The Proposer must include completed Minimum Qualifications Statement (see Attachment IV). All required documentation to be submitted with Attachment IV should be placed in the order that the qualifications are numbered.

Tab 3 Corporate Background & Experience

Tab 3,A Corporate Background

Tab 3,B Experience with Similar-sized Accounts and References

Tab 3,C Quality Assurance Program

Tab 3,D Description of Service Office

Tab 3,E Subcontractor Corporate Information, if applicable

Tab 4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Tab 4,A Business Name and Documentation of Status (see 5.4)

Tab 5 Proposed Project Staff

Tab 5,A Key Staff, Resumes, and Licenses

Tab 5,B Accessibility of Staff

Tab 5,C Company Senior Management

Tab 5,D Subcontractor Information, if applicable

Tab 6 **Approach & Methodology**

Tab 7 **Cost Proposal Form & Documentation** (See Attachment II)

Tab 8 **Additional Forms Required**

Certification Statement (see Attachment III)

Corporation Requirements (see 7.1)

5.1 TAB 1 - Executive Summary

This section should serve to introduce the scope of the proposal. It should include a cover letter, on Proposer's official business letterhead, referencing administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in an appropriate time frame.

It should include a positive statement of compliance with the contract terms. The Proposer should submit language or terms that its company may seek to add to the sample contract provisions. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 TAB 2 - Minimum Qualifications

See Attachment IV.

5.3 TAB 3 - Corporate Background and Experience

The Proposer should give a brief description of their company including the following: a brief history, corporate structure and organization, number of years in business, size, scope, capability, and areas of specialization, including public entity experience. The Proposer should identify the parent corporation or other entities with significant financial interest in the Proposer.

Proposers should include in their proposals a list of all organizations with similar sized accounts with whom the Proposer has done business within the last three (3) years. For each organization, the Proposer must include the name, title, address, and telephone number of a contact person. The State will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project.

The Proposer must have an operational Peer Review (Quality Assurance) Program. Provide complete explanation of your Quality Assurance Program.

The Proposer should describe the size and location of the office from which the State's account would be serviced. The Proposer should explain the risk management services, including statistical and quantitative capabilities and self-insured retention analysis available at that office. The Proposer should describe the service office's three (3) largest existing accounts. If Proposer intends to utilize other regional or national offices, describe the services they would provide on this account.

The Proposer should describe the experience and capabilities of the Proposer in providing similar services to those required. Be specific and identify projects, dates, and results. Provide detailed information regarding any past experience, including number of years with public entity organizations or applicable programs.

If the Proposer plans to utilize subcontractors, the Proposer should provide the same information for each subcontractor as requested for the Proposer.

5.4 TAB 4 - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaforward.com/>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et seq) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/Legis/Law.aspx?d=671504>; and the statutes (R.S 39:2001 et seq) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/Legis/Law.aspx?d=96265>. The rules for the Veteran Initiative (LAC 19, Part IX, Chapters 11 and 13) and for the Hudson Initiative (LAC 19, Part VIII, Chapters 11 and 13) may be viewed at <http://www.doa.la.gov/pages/osp/se/se.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaforward.com/>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal http://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.5. TAB 5 - Proposed Project Staff

The Proposer should identify by name and provide resumes describing the education and work experience for each of the key staff who would be assigned to the account on a permanent basis. The Proposer should provide titles, professional designations, area(s) of expertise, including public entity experience, number of other accounts to which they are assigned, and number of years of experience. The Proposer should identify the primary point of contact and backup point of contact. Also identify any alternate staff if the key staff are unavailable; people listed must be in the office that will service the account.

The Proposer should disclose whether any actuarial staff in the past five years have been, or are currently, the subject of a complaint investigation or administrative action by any regulatory body, including the Actuarial Board for Counseling and Discipline.

The Proposer should briefly describe the role the key staff will play and an indication of the percent of their time that will be allotted for the State's account. The Proposer should indicate the accessibility to those staff if Proposer is awarded a contract. The Proposer should also describe the process that will be used before a key staff person assigned to the State's account is replaced.

If Proposer is awarded a contract, the Proposer should describe what access the State will have to Proposer's senior management. The Proposer should identify the senior management and provide their titles.

If subcontractor(s) will be used, the Proposer should clearly identify any subcontractor arrangements. Information requested of the Proposer, as described in 5.3 through 5.5 of this section, is also requested for each proposed subcontractor.

5.6. TAB 6 - Approach and Methodology

The Proposer should communicate understanding of the nature of the project and how its proposal will best meet the needs of ORM. Specialized facilities, services, and/or staff members that will be utilized for the contract should be described with the benefits of such explained. At a minimum, the following concepts should be addressed:

- Provide a proposed work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Describe the approach to time management and quality assurance.
- Provide a detailed description of any innovative concepts that the Proposer will be offering at no additional cost to the State.

5.7 TAB 7 - Cost Proposal Form

The Proposer shall utilize Attachment II, Parts A and B to provide the cost information. Part A must reflect a maximum annual cost for all services as outlined in Attachment I, Scope of Services. Part B must reflect the estimated percentage of time of each staff member and the hourly billing rate to calculate the total weighted average hourly billing rate.

5.8 TAB 8 – Additional Forms Required

See Attachment III, Certification Statement and 7.1, Corporation Requirements.

5.9 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work shall be included in your proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension, or debarment exists, the Proposer shall so state.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Minimum Qualifications Review

All proposals will be reviewed to determine compliance with administrative and minimum qualifications as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May Be Required

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet ORM's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and minimum qualifications review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Proposals that pass Section 3.1 Minimum Qualifications Review will be evaluated based on the information and content provided in the proposal. The evaluation committee shall assign points as follows:

EVALUATION CRITERIA	POSSIBLE POINTS
Qualifications and Experience (Section 6.5.2):	100
Technical Proposal (Section 6.5.3)	80
Veteran and Hudson Initiative (Section 6.5.4)	30
Cost Evaluation (Section 6.5.5)	90
Total Points	300

The subtotal scores for the Qualifications and Experience, Technical, Veteran/Hudson, and Financial will be combined to determine the Total Points.

6.5.1 Evaluation Procedure

- a. Each proposal will be subject to the Minimum Qualifications Review (3.1). If any one of the requirements are not met, then the proposal requires no further consideration.
- b. If all requirements are met, each proposal will then be evaluated and assigned points for each category as shown in 6.5.
- c. Proposers with proposals that are reasonably susceptible of being selected for award may be invited to provide oral discussions and presentations.
- d. After those discussions, points associated with any of the evaluation criteria may be reviewed and adjusted in accordance with the criteria used in the initial scoring.
- e. Proposers determined to be reasonably susceptible of being selected for award may be selected to participate in a Best and Final Offers (BAFO) negotiation.
- f. The proposal with the highest Total Points will be recommended for award for the contract.

6.5.2 Qualifications and Experience

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposer Qualifications based on company history, number of years in business, size, capabilities, specializations, education and work experience of proposed key staff
- Proposer Experience with property, casualty, and workers compensation insurance or self-insurance programs
- Proposer experience with public entities
- Subcontractor Qualifications and Experience, if applicable

6.5.3 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposed approach and methodology, including detailed descriptions of tasks and services to be performed, deliverables, timetables, and staffing
- Specialized facilities, services or staff
- Innovative Concepts

6.5.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The necessity of the services to fulfill Attachment I Scope of Services
 - The number of certified small entrepreneurship to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

6.5.5 Cost Evaluation

The Cost evaluation points will be allocated between Part A: Maximum Annual Cost and Part B: Weighted Average Hourly Billing Rate as shown on Attachment II.

The Proposer with the lowest maximum annual cost as shown in Part A of Attachment II shall receive 45 points. Other Proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 45)$$

Where: BCS = Computed cost score for Part A for Proposer being evaluated
 LPC = Lowest proposed cost for Part A of all Proposers
 PC = Proposed cost for Part A of Proposer being evaluated

The Proposer with the lowest total weighted average hourly billing rate as shown in Part B of Attachment II shall receive 45 points. Other Proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 45)$$

Where: BCS = Computed cost score for Part B for Proposer being evaluated
 LPC = Lowest proposed cost for Part B of all Proposers
 PC = Proposed cost for Part B of Proposer being evaluated

6.6 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a Contract.

After those discussions, points associated with any of the evaluation criteria may be reviewed and adjusted in accordance with the criteria used in the initial scoring.

6.7 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the chief procurement officer within 14 days after the award has been announced by ORM.

The "Notice of Intent to Award" letter is the notification of the award, contingent upon approval by the Division of Administration, Office of State Procurement and successful negotiation and execution of a written contract.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer. The Contractor shall invoice the Office of Risk Management directly and payment shall be made by the Office of Risk Management directly to the Contractor in accordance with the payment terms agreed to under the contract.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

ATTACHMENT I: SCOPE OF SERVICES

Overview

The Contractor will be the State of Louisiana's independent actuary and shall provide a range of consulting services associated with the self-insured property, casualty and workers compensation insurance programs. The Contractor will provide consulting to assist ORM with premium development and internal allocations, loss limiting of claims, risk exposure calculations/determinations and proper reserving of claims' liabilities.

The following coverages are included for actuarial analysis:

- Workers Compensation
 - 1) Statutory Benefits
 - 2) Maritime
- General Liability, including Personal Injury and Advertising Liability
- Automobile Liability
- Automobile Physical Damage
- Property
- Boiler and Machinery
- Bond
- Crime
- Aviation
- Marine
- Road Hazards
- Medical Malpractice

1 Tasks and Services

The Contractor shall provide, at a minimum, the following services for ORM:

- A. Contractor will submit an annual Actuarial Analysis Report based on the June 30th reserves. The report shall contain the following:
 1. A schedule comparing the Estimated Unpaid Loss and Loss Adjustment Expense (LAE) reserves developed by ORM from the June 30th IBNR/Reserve Report to the June 30th reserves developed independently by the actuary for each line of coverage as well as statewide reserve totals. The schedule shall include the percentage difference between the two development methods for each line of coverage as well as the total reserves for each method. The ULAE (unallocated loss adjusting expense) reserves developed by ORM will also be compared to the actuary's independently developed ULAE reserves. The percentage difference for the total reserves must fall within an agreed range or parameter for the booked ORM reserves to be considered adequate.
 2. A schedule by coverage line of the Change in Ultimate Loss Estimates between the current fiscal year and the prior fiscal year.
 3. A schedule of the Prospective Year Loss and ALAE Estimates, including the trend factor used to develop the estimate. ORM uses this trend factor to develop future statewide premiums for each line of coverage.
 4. A schedule by coverage line of the next 2 fiscal years' Estimated Loss and LAE Payments.
 5. Notes and exhibits with supporting data tables/graphs/loss triangles for the schedules listed above for each line of coverage.
- B. Contractor will submit a Statement of Actuarial Opinion letter stating that the ORM booked reserves as of June 30th each fiscal year make reasonable provision for all unpaid losses and loss adjustment expense obligations, all in accordance with generally accepted principles of actuarial standards.

- C. Contractor will provide ORM with a schedule of Initial Expected Loss amounts for each fiscal year for each line of coverage, to be used in the actuarial development of estimated IBNR reserves.
- D. Contractor will provide ORM with annual tables of monthly reported and paid development factors for each line of coverage, to be used in the actuarial development of estimated IBNR reserves.
- E. Contractor will provide ORM with a schedule of Indicated Unallocated Loss Adjustment Expenses (ULAE) amounts for each line of coverage for the prospective fiscal year's statewide premium development.
- F. Contractor will perform periodic "look-back" projects to verify that the ORM CORA premium allocation process is fairly charging premiums to various State agencies based on their claims and exposures. This report will state whether or not ORM needs to make any adjustments to the statewide premium ratios between claims and exposures, or any adjustments to the retention level or loss limiting levels for any line of coverage.
- G. Contractor will make periodic exposure adjustments as needed (i.e., medical malpractice exposure weight factors to reflect the current market conditions).
- H. Contractor will provide opinions and testimony on actuarial methodology concerning reserves and other financial figures with actuarial impact in accordance with the principles and guidelines of the American Academy of Actuaries.
- I. Contractor will review quarterly IBNR/Reserve Reports developed by ORM to ascertain that there are no material reserve or payment discrepancies or inconsistencies as compared to the previous quarter.
- J. Contractor shall review any relevant pending legislation and provide fiscal impact review and summary.
- K. The contractor will submit any other additional projects requested by ORM.
- L. At the end of the contract period, Contractor shall work cooperatively with ORM and any of their contracting organizations to develop and successfully implement a transition plan to turn over all non-proprietary data, methodologies, documentation, and ongoing projects to the succeeding contracting organization, vendor or firm.

2 Deliverables

Key Deliverables:

The following deliverables correlate to the same letter under Tasks and Services.

- A. Contractor shall submit the annual Actuarial Analysis Report by the date agreed upon by both parties.
- B. Contractor shall provide and deliver original, signed Statement of Actuarial Opinion letter by the end of the third week of August.

The above Key Deliverables will be subject to a performance penalty as follows:

The fees otherwise due to the Contractor will be reduced by \$1,000 per day when each individual Key Deliverable is not successfully completed and delivered in the timeframe stated herein.

Other Deliverables

The following deliverables correlate to the same letter under Tasks and Services.

- C. Contractor will provide the Initial Expected Losses (IEL) schedule for the prospective fiscal year by August 31st.
- D. Contractor will provide the annual tables of monthly reported and paid development factors by August 31st.
- E. Contractor will submit the finalized unallocated loss adjusting expenses (ULAE) for each line of coverage by August 31st.
- F. Contractor will submit the periodic premium “look-back” project reports per the date agreed to by both parties.
- G. Contractor will submit the periodic exposure adjustment schedules per the date agreed to by both parties.
- H. Contractor will provide opinions and testify whenever requested.
- I. Contractor will notify ORM within 2 weeks of receipt of a quarterly IBNR/Reserve report of any material reserve or payment discrepancies or inconsistencies discovered as compared to the previous quarter.
- J. The contractor will submit any fiscal impact reviews/summaries on pending legislation per the date agreed to by both parties.
- K. The contractor will submit any other additional projects per the date agreed upon by both parties.
- L. The transition plan must be delivered to ORM 90 calendar days prior to the scheduled termination date of the contract unless ORM advises otherwise.

Both Key Deliverables and Other Deliverables, as listed above, are subject to penalty in the event of an actuarial error. Within 24 hours of the Contractor’s discovery of an error or ORM’s notification of a discovery of an error, the Contractor shall provide written acknowledgment of the error to ORM, including its scope and severity. The Contractor shall correct actuarial errors at its own expense and not bill ORM for the cost of correcting actuarial errors.

In the event of an actuarial error significant enough to require revision of a major deliverable, ORM shall require submission of a corrective plan and may assess monetary penalties as defined below.

The purpose of establishing and imposing monetary penalties shall be to provide a means for ORM to obtain the services and level of performance required for successful operation of the Contract.

The decision to impose monetary penalties shall include consideration of some or all of the following factors:

- The duration of the violation;
- Whether the error (or one that is substantially similar) has previously occurred;
- The Contractor’s history of errors;
- The severity of the error;
- The “good faith” exercised by the Contractor in attempting to avoid error.

If assessed, the penalties will be used to reduce ORM’s payments to the Contractor or if the penalties exceed the amounts due from ORM, the Contractor will be required to make payment to ORM for the penalty amount in excess of the amount due.

At ORM’s discretion, for each occurrence of an actuarial error, the Contractor shall be liable to ORM for monetary penalties of 10% of the total billing for that particular project. Any penalty assessed shall not constitute a cap and shall not limit the liability of the Contractor under the Contract.

Actuarial errors may result in termination of the contract.

3 Functional Requirements

LA R.S. 39:1527 et seq, authorizes ORM to be solely responsible for all property and casualty and workers' compensation insurance purchased or self-insured by ORM for all State Departments, Agencies, Boards and Commissions. The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all departments, agencies, boards and commissions of the State of Louisiana, and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. The Contractor will partner with ORM to provide actuarial consulting services to support and validate ORM's financial processes and procedures, which assists ORM in reaching and maintaining its goal.

4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

5 Project Requirements

NOT APPLICABLE TO THIS CONTRACT.

ATTACHMENT II: COST PROPOSAL FORM

Proposer Name: _____

PART A - Maximum Annual Cost

In the exact format below, the Proposer shall provide the maximum annual cost to be charged, for all services listed in Attachment I, Scope of Services. The Proposer must agree to provide all services required under the contract at the Proposer's risk, despite reaching the maximum annual cost.

If subcontractors are utilized, the cost of the use of subcontractors shall be provided in the maximum annual cost. The Proposer shall provide this annual cost for evaluation purposes.

Maximum Annual Cost: _____

Authorized Signature: _____

Printed Name and Title: _____

ATTACHMENT II: COST PROPOSAL FORM

Proposer Name: _____

PART B – Weighted Average Hourly Billing Rate

In the exact format below (more rows may be added to accommodate the listing of all applicable staff members), the Proposer shall provide the name, position title, expected percentage of time, and hourly rate for each staff member assigned to perform work under this contract. Then the weighted average for each staff member is calculated and entered into the last column. The total weighted average is then calculated and entered.

If subcontractors are utilized, the Proposer shall provide the same information for each subcontractor. The Proposer shall provide a weighted average hourly rate cost for evaluation purposes.

(a) Staff Member Name	(b) Staff Level	(c) Estimated % of Annual Billing Hours	(d) Billing Hourly Rate	(e) Weighted Average Billing Hourly Rate (e=c*d)
Total Weighted Average Hourly Billing Rate (sum of column e)				

Billable hourly rates include labor, overhead, account management, expenses, and any other costs related to providing the service. Travel time is not reimbursable.

Authorized Signature: _____

Printed Name and Title: _____

ATTACHMENT III: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV: MINIMUM QUALIFICATIONS STATEMENT

Proposers must respond to the following questions as well as attach required documentation.

YES	NO		QUESTIONS	REQUIRED DOCUMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	1.	Does Proposer have a minimum of 5 years' experience with property, casualty, and workers compensation insurance or self-insurance programs and experience with providing services for at least one (1) property/casualty insurance company/self-insurer with an annual premium of \$100 million or more?	Details of such experience is required and must be attached.
<input type="checkbox"/>	<input type="checkbox"/>	2.	Does Proposer have professional liability (error and omissions) coverage with limits of liability of at least \$10,000,000 per occurrence with an insurance company having an A.M. Best's rating of A-:VI or better?	Proof of such coverage in the form of a signed certificate of insurance must be attached.
<input type="checkbox"/>	<input type="checkbox"/>	3.	Does the Senior consultant assigned to this contract have at least an FCAS designation and membership in the American Academy of Actuaries?	Copy of FCAS certificate and proof of MAAA membership must be attached.
<input type="checkbox"/>	<input type="checkbox"/>	4.	Has Proposer provided paper copies of, or an internet link to, the three (3) most recently completed annual financial statements, completed within the last five (5) years, with at least one audited by an independent CPA (with management letter attached)? If a parent company's financial statements are submitted, has Proposer submitted a document verifying the relationship between the parent company and the Proposer?	The described financial statements (with at least one with a management letter) must be attached or an internet link provided. Parent to subsidiary documentation included, if needed.

ATTACHMENT V: SAMPLE CONTRACT

STATE OF LOUISIANA ACTUARIAL SERVICES CONTRACT

On this (Date) day of (month), (year), the Office of Risk Management, hereinafter sometimes referred to as “ORM” or the “State”, and (Company name and legal address including zip code), hereinafter sometimes referred to as the “Contractor”, do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Contractor shall provide actuarial consulting services to support and validate ORM's financial processes and procedures. These services shall include, at a minimum, all services specified in the Statement of Work.

1.2 STATEMENT OF WORK

See Attachment I, Scope of Services.

1.2.1. MONITORING PLAN

Don Martin, State Risk Administrator, or his designee, will monitor the services provided by the Contractor and the expenditure of funds under this contract. Mr. Martin, or his designee, will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

1.2.2. DELIVERABLES

The contract will be considered complete when Contractor has delivered and ORM has accepted all deliverables specified in the Statement of Work.

1.2.3. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

If applicable, during the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.4. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any ORM or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this contract, outside of ORM's or Contractor's reasonable control, as the case may be, ORM or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services.

The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

The State reserves the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on March 1, 2016 and shall end on February 28, 2019. ORM has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereto shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

2.2 STATE FURNISHED RESOURCES

Notwithstanding the Contractor's responsibility for management during the performance of this contract, Don Martin, or his designee, shall be the principal point of contact on behalf of the State.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, ORM hereby agrees to pay the Contractor a total maximum fee of \$ _____. The Contractor will not be compensated annually for more than the annual maximum cost proposed in the Contractor's response to the RFP. Payments are predicated upon progress and/or successful completion and written approval by ORM of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by ORM of the tasks and approval of an invoice. ORM will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon

the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to correct such failure.

4.2 TERMINATION FOR CONVENIENCE

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5 FORCE MAJEUR AND INDEMNIFICATION

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully protect, defend and indemnify and hold harmless the State of Louisiana and ORM, its officers, trustees, employees, servants, subcontractors, agents and volunteers from any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney fees), and other liabilities of every name and description relating to personal injury and property damage caused by Contractor, its agents, employees, partners or subcontractors, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of ORM.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, even if each party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The ORM may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1673.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of ORM. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to ORM.

9 RIGHT TO AUDIT

The State Legislative Auditor, ORM, federal auditors and internal auditors of the Division of Administration or others so designated by the Division of Administration shall have the right to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose

10 RECORD RETENTION

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R. S. 44:1 et seq.

11 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ORM in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by ORM to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of ORM, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

13 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by ORM shall remain the property of ORM, and shall be returned by Contractor to ORM, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of ORM, and shall, upon request, be returned by Contractor to ORM, at Contractor's expense, at termination or expiration of this contract.

Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Contractor does not have the right to limit or impede the State's right to audit or to withhold State owned documents.

14 SUBCONTRACTORS

The Contractor may, with prior written permission from ORM, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

15 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16 INSURANCE

The Contractor shall maintain the insurance as shown in Exhibit A attached to this contract for the full term of the contract. Failure to comply shall be grounds for termination of this contract.

17 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. Revised Statutes 39:1551-1736, rules and regulations, executive orders, standard terms and conditions, special terms and conditions, and specifications listed in the RFP and this Contract. Venue of any action brought with regard to

this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

18 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify ORM if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

18 COMPLETE CONTRACT

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

20 ENTIRE AGREEMENT

This contract, together with the RFP and addenda issued thereto by ORM, the proposal submitted by the Contractor in response to ORM's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

21 ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

22 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

23 CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

24 MONETARY PENALTIES

Monetary penalties shall be assessed at ORM's discretion, at the rate of 10% of the total billing for a particular project involving an actuarial error. The penalty amount will be used to reduce ORM's payments to the Contractor or, if the penalties exceed the amount due from ORM, the excess penalty amount will be paid by the Contractor directly to ORM. Any penalty assessed shall not constitute a cap and shall not limit the Contractor's liability under the Contract.

25 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit, or withhold State owned documents.

26 NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given: (i) one (1) day following delivery to a nationally reputable overnight carrier or hand delivery to ORM; or (ii) three (3) days after the date it is deposited in the United States Mail, postage pre-paid, registered or certified mail, and addressed as follows:

To (Contractor Name):	Contact Name
	Contact Address
To ORM:	Donald Martin
	Office of Risk Management
	Post Office Box 91106
	Baton Rouge, LA 70821-9106
EMAIL:	donald.martin@la.gov

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

27 CONTRACTOR ELIGIBILITY

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR part 24. Contractor has a continuing obligation to disclose any suspensions or debarment by any

government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

28 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but not limited to, the Commissioner of Administration's authority in procurement matters.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Claims-made form is unacceptable.

3. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$10,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

- a. The Office of Risk Management, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- b. The Contractor's insurance shall be primary as respects the Office of Risk Management, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Office of Risk Management shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Office of Risk Management,

its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for ORM.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to ORM. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Office of Risk Management for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Office of Risk Management, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Office of Risk Management with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Office of Risk Management before work commences and upon any contract renewal thereafter.

In addition to the Certificates of insurance, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy.

The Office of Risk Management reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of ORM, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. ORM reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation

coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.